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THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, NOTTINGHAM OFFICE.

TITLE NUMBER: WYK541967

There is no application or official search pending against this title.

## A: Property Register

This register describes the land and estate comprised in the title.

WEST YORKSHIRE : KIRKLEES

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings on the north side of Wyke Lane, Oakenshaw, Bradford.
- 2 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land on the west side of South Street and other land dated 14 February 1986 made between (1) Norman Ernest Littlewood and (2) Eamonn Thomas Donnelly and Sandra Margaret Rennard:-

"TOGETHER with the rights set out in the First Schedule hereto but subject to the rights reserved in the Second Schedule hereto

THE FIRST SCHEDULE hereinbefore referred to

.....  
..

TOGETHER also with the right to use and connect with the water electricity gas and other pipes cables and drains and sewers now laid or within eighty years from the date hereof to be laid in or under the remaining land and the right to enter on such said property for the purpose of laying maintaining connecting into and inspecting such pipes cables drains and sewers making good without unnecessary delay any damage which may be caused to the said property in the exercise of such rights

THE SECOND SCHEDULE before hereinbefore referred

The right for the Transferor and other the owner or owners for the time being of the remainder of the land and of any other adjoining or neighbouring land now or formerly owned by the Transferor (in common with the Transferees and their successors in title) the right to use and connect with the water electricity gas and other pipes and cables and drains and sewers now laid or within eight years from the date hereof to be laid in or under the property and the right to enter on the property for the purpose of laying maintaining connecting into and inspecting such pipes cables drains and sewers making good without unnecessary delay any damage which may be caused to the property in the exercise of such right"

- 3 The land has the benefit of the rights granted by a Deed dated 22 December 1986 made between (1) Peter Kitching (2) Norman Ernest Littlewood and (3) National Westminster Bank PLC.

NOTE: Original filed under WYK46008.

- 4 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of The Old Barn, Wyke Lane dated 23 December 1986 made between (1) Norman Ernest Littlewood (Transferor) and (2) Paul Raymond Boldy and Julie Anne Stead

## A: Property Register continued

(Transferees):-

"TOGETHER ALSO with the rights specified in the First Schedule hereto in common with the Transferor and his successors in title owner or owners for the time being of any other part or parts of the remaining land comprised in Title Number WYK136482 EXCEPTING AND RESERVING unto the Transferor and his successors in title and assigns the rights mentioned in the Second Schedule hereto.

THE FIRST SCHEDULE above referred to

The right to the free passage and running of water and soil from and to the property hereby transferred by means of drains and sewers now laid or within twenty one years from the date hereof to be laid in through or under the remaining land comprised in Title Number WYK136482.

THE SECOND SCHEDULE above referred to

The right to connect with and use the drains sewers pipes watercourses and gutters gas pipes and cables laid or to be laid within twenty one years from the date hereof in or under or belonging to the property hereby transferred for the purpose of running water and soil gas and electricity to and from the remaining land comprised in Title Number WYK136482 and any buildings thereon TOGETHER with the right at all reasonable times to enter upon the property hereby transferred for any purposes aforesaid the person or persons exercising such rights paying a fair proportion of the expense of maintaining repairing cleansing and renewing the said drains sewers pipes watercourses and gutters."

- 5 The Transfer dated 23 December 1986 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED

(a) that the Transferees and their successors in title shall not acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining land of the Transferor for building or other purposes and that any enjoyment of light or air had by the Transferee or their successors in title from or over any adjoining land of the Transferor shall be deemed to be had by the consent (hereby given) of the Transferor

(b) the wall or fence along the boundary between the points marked "A" and "B" on the plan annexed hereto shall henceforth be deemed to be a party wall or fence and shall be used and repaired accordingly"

NOTE: The points marked A and B referred to affect the western boundary of the land thereby conveyed.

- 6 The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of land and buildings on the North side of Wyke Lane dated 19 March 1987 made between (1) Norman Ernest Littlewood (Transferor) and (2) Stewart Bentley and Janet Bentley (Transferees):-

"THE Transferor hereby grants to the Transferees and their successors in title a right to tie into and use (in common with any other person or persons having the like right) all sewers or drains now or within twenty one years of the date hereof passing under the adjoining property of the Transferor.

RESERVING NEVERTHELESS unto the Transferor out of the property hereby transferred and for the benefit of the land retained by him a right to connect with and use and to maintain and renew the drains sewers pipes water courses and gutters gas pipes and cables laid or to be laid within a period of eighty years hereafter in or under or belonging to the property hereby transferred and to lay maintain repair and use such further drains channels sewers pipes watercourses and gutters gas pipes and cables under or on the property hereby transferred for the purpose of running water and soil gas and electricity to and from the retained land and any buildings thereon together with the right at all reasonable times to enter upon the property hereby transferred for any of the purposes aforesaid the person or persons exercising such rights

## A: Property Register continued

paying a fair proportion of the expense of maintaining repairing cleansing and renewing the said drains sewers pipes watercourses hereby grants to the Transferees and their successors in title a right to enter upon so much of the Transferors adjoining property as is necessary for the purposes of maintaining repairing and renewing the sewers or drains passing under the adjoining property of the Transferor and serving the property hereby transferred the persons exercising such rights causing as little damage as possible and making good any damage occasioned thereby."

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (26.11.1993) PROPRIETOR: NORMAN LITTLEWOOD & SONS (PROPERTIES) LIMITED of 17 Hallfield Road, Bradford, W Yorkshire.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land tinted blue and tinted brown on the filed plan and other land dated 31 January 1950 made between (1) Colonel Sir Mathew Henry Wilson (Vendor) (2) Colonel Sir Mathew Henry Wilson and others and (3) Harold Tordoff and Jane Tordoff (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted yellow and tinted pink on the filed plan and other land dated 15 August 1950 made between (1) Colonel Sir Mathew Henry Wilson (Vendor) (2) Colonel Sir Mathew Henry Wilson and others and (3) John Robert Foster and Marian Foster (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land tinted pink on the filed plan is subject to the following rights reserved by a Conveyance thereof and other land dated 24 September 1966 made between (1) Coley Properties Limited (the Company) and (2) George Dennis Prescott and Jean Prescott (Purchasers):-  
  
RESERVING NEVERTHELESS unto the Company and its successors in title servants workmen and all others entitled thereto (in common with the Purchasers and their successors in title servants and workmen) rights to lay connect to and use the drains and sewers gas and water pipes and electric cables and other services now laid or made or within Twenty One years from the date hereof in or under the property hereby conveyed AND ALSO the right to enter on the property hereby conveyed with or without workmen and others for the purpose of laying cleansing maintaining repairing and renewing the said services the Company or its successors in title making good any damage to the surface occasioned thereby.
- 4 The land tinted blue on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 31 March 1978 made between (1) Jane Tordoff (Vendor) and (2) Norman Ernest Littlewood:-  
  
RESERVING NEVERTHELESS unto the Vendor and her successors in title or other the owners or occupiers for the time being of the adjoining property known as Bridgfield Bungalow a right with or without workmen ladders and scaffolding and necessary materials to enter from time to time upon the plot of land hereby conveyed so far only as may be necessary for the purpose of repairing maintaining painting cleansing and rebuilding the outbuilding or outbuildings of the said Bungalow and to repair maintain and rebuild the retaining or other walls belonging

## C: Charges Register continued

to the said Bungalow and forming the boundaries between the plot of land hereby conveyed and the said Bungalow AND ALSO RESERVING as aforesaid the unimpeded access of light and air at all times hereafter over the plot of land hereby conveyed to the building or outbuildings of the said Bungalow which have hitherto been erected or stand on the said property of the Vendor and the right to discharge rainwater on the plot of land hereby conveyed from the eaves gutters spouts and pipes of the outbuilding or outbuildings of the said Bungalow."

- 5 The land tinted brown on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 18 July 1978 made between (1) Jane Tordoff (Vendor) and (2) Norman Ernest Littlewood:-

"RESERVING NEVERTHELESS unto the Vendor and her successors in title or other the owners or occupiers for the time being of the adjoining property known as Bridgefield Bungalow a right with or without workmen ladders and scaffolding and necessary materials to enter from time to time upon the plot of land hereby conveyed so far only as may be necessary for the purpose of repairing maintaining painting cleansing and rebuilding the outbuilding or outbuildings of the said Bungalow and to repair maintain and rebuild the retaining or other walls belonging to the said Bungalow and forming the boundaries between the plot of land hereby conveyed and the said Bungalow AND ALSO RESERVING as aforesaid the unimpeded access of light and air at all times hereafter over the plot of land hereby conveyed to the buildings or outbuildings of the said Bungalow which have hitherto been erected or shall hereafter (but not later than the expiration of eighty years from the date hereof) be erected or stand on the said adjoining property of the Vendor and the right to discharge rainwater on the plot of land hereby conveyed from the eaves gutters spouts and pipes of the outbuilding or outbuildings of the said Bungalow."

- 6 The land is subject to rights of drainage and rights in respect of water, gas, electricity and telephone supply services.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 31 January 1950 referred to in the Charges Register:-

The Purchasers hereby jointly and severally covenant with the Vendor and his successors in title owner or owners for the time being of any land adjoining any part of the land hereby conveyed or within a distance of four hundred and forty yards (as the crow flies) from any such part (so as to bind not only the Purchasers personally but also as a practicable all persons deriving title under them and also the property hereby conveyed into whosoever hands the same shall come but not so as to make the Purchasers liable in damages for any breach thereof after they shall have parted with the said property) in manner following that is to say:-

(c) That they the Purchasers and their successors in title will not at any time hereafter put out any window light or opening any building or wall erected or hereafter to be erected on any part of the land hereby conveyed so as to look or open immediately upon any adjoining land forming part of the Vendor's Settled Estates or within a distance of twelve feet therefrom without the written consent of the Vendor or other the owner or owners for the time being of such adjoining land and that no ashes place manure heap or privy shall at any time hereafter be placed or erected within twelve feet of any such adjoining land without such consent as aforesaid

(d) That no buildings of any description (except buildings or erections to be used for agricultural purposes) shall at any time hereafter be erected upon any part of the land hereby conveyed without the previous consent in writing of the Vendor or his successors in title except detached or semi detached dwellinghouse or bungalows with the usual and necessary outbuildings and conveniences with not more than one private motor garage and greenhouse or poultry house to each such dwellinghouse or bungalow and no building now or hereafter erected on the land hereby conveyed (except any such building now or hereafter erected on the land hereby conveyed (except any such building or erection to be used for

### Schedule of restrictive covenants continued

agricultural purposes) shall be used for any purpose save that of a private dwellinghouse with the usual and necessary outbuildings and conveniences without such consent

(e) That all main buildings and the walls of any such dwellinghouse or bungalow mentioned in the last preceding sub-clause hereof shall be substantially built of stone or brick and finished either plain or covered with two coats of rough cast or good quality facing brick or rustic brick and no old materials shall be used in the erection of any such dwellinghouse or bungalow or walls but any garage or greenhouse or poultry house may be of wood or other material of a design to be approved by the Surveyor or Agent of the Vendor or his successors in title

(f) That all drains and mouths of drains which in the course of or in connection with the erection of buildings may be in any wise interfered with or affected shall be forthwith restored and made good and serviceable by the Purchasers and their successors in title.

2 The following are details of the covenants contained in the Conveyance dated 15 August 1950 referred to in the Charges Register:-

The Purchasers hereby jointly and severally covenant with the Vendor and his successors in title owner or owners for the time being of any land adjoining any part of the property hereby conveyed or within a distance of four hundred and fifty yards as the crow flies from any part of such property so as to bind not only the purchasers personally but also so far as is practicable all persons deriving title under them and also the said property into whosoever hands the same shall come but not so as to make the Purchasers personally liable in damages for any breach thereof after they shall have parted with the said property

.....  
..

(3) That the Purchasers and their successors in title will not at any time hereafter put out any window light or opening in any building or wall erected or hereafter to be erected on any part of the said property so as to look or open immediately upon any adjoining land forming part of the vendor's settled estates or within a distance of twelve feet therefrom without the written consent of the Vendor or other the owner or owners for the time being of such adjoining land and that no ashes place manure heap or privy shall at any time hereafter be placed or erected within twelve feet of such adjoining land without such consent

(4) That no buildings of any description (except buildings or erections to be used for agricultural purposes) shall at any time be erected upon any part of the land hereby conveyed without the previous consent in writing of the Vendor or his successors in title except detached or semi-detached dwellinghouses or bungalows with the usual and necessary outbuildings and conveniences with not more than one private motor garage and greenhouse or poultry house to each such dwellinghouse or bungalow and no building now or hereafter erected (except any such building or erection to be used for agricultural purposes) shall be used for any purpose save that of a private dwellinghouse with the usual and necessary outbuildings and conveniences without such consent

(5) That all main buildings and the walls of any such dwellinghouse or bungalow mentioned in the last preceding sub-clause hereof shall be substantially built of stone or brick and finished either plain or covered with two coats of rough cast or good quality facing brick or rustic brick and no old materials shall be used in the erection of any such dwellinghouse or bungalow or walls but any garage or greenhouse or poultry house may be of wood or other material of a design to be approved by the Surveyor or Agent of the Vendor or his successors in title

(6) That all drains and mouths of drains which in the course of or in connection with the erection of buildings may be in any wise interfered with or affected shall be forthwith restored and made good and serviceable by the Purchasers or their successors in title

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## Schedule of restrictive covenants continued

(7) That all drains cables and pipes on or under the land hereby conveyed and on or under any adjoining land of the Vendor which serve or are intended to serve such land and the buildings thereon jointly shall be used in common by the owners and occupiers for the time of such respective properties and be maintained and repaired accordingly.

End of register